

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Optimum Cleaning, LLC,

Civil No. _____

Plaintiff,

vs.

SECURA Insurance Company,

Defendant.

NOTICE OF REMOVAL

Pursuant to 28 U.S.C. §§ 1332, 1441 and 1446, Defendant, properly identified as SECURA Insurance, A Mutual Company ("SECURA"), hereby removes the above-captioned matter from the Ninth Judicial District of Minnesota, County of Cass, to the United States District Court for the District of Minnesota. Defendant's Notice of Removal is based on the following:

Nature of the Case

1. This case is an action on two insurance contracts by which Plaintiff Optimum Cleaning LLC seeks additional insurance coverage beyond those amounts already offered and/or paid by SECURA for alleged damages arising from a fire loss that occurred on June 26, 2019 at a structure located at 6483 42nd Avenue Southwest in Pequot Lakes, Cass County, Minnesota.

State Court Action

2. On or about June 21, 2021, SECURA received service of a Summons and Complaint for an action commenced by Plaintiff in the Minnesota District Court, Ninth Judicial District, Cass County. True and correct copies of said Summons and Complaint are attached hereto as **Exhibits A and B**.

3. In its Complaint, Plaintiff alleges that SECURA breached the insurance contract with Plaintiff by “failing to fully and fairly adjust and pay the Loss. See Exhibit B at ¶ 17.

4. On or about July 9, 2021, SECURA served its Answer to Plaintiff’s Complaint, a true and correct copy of which is attached hereto as **Exhibit C**. In its Answer, SECURA denies liability to Plaintiff under the identified insurance contracts and affirmatively alleges that Plaintiff has been fully compensated for covered losses arising from the June 26, 2019 fire.

Statutory Grounds for Removal

4. SECURA’s removal of this case is based upon 28 U.S.C. § 1441, subparts (a) and (b). Section 1441(a) authorizes the removal of any civil action filed in state court provided that the United States District Court has original jurisdiction for such actions. Section 1441(b) authorizes removal of a civil action based on diversity of citizenship pursuant to 28 U.S.C. § 1332(a) as long as no defendant is a citizen of the State in which the action is brought.

5. This Court has original jurisdiction over the above-captioned action pursuant to 28 U.S.C. § 1332(a)(1), as Plaintiff’s counsel has advised that the amount in

controversy exceeds \$75,000, exclusive of interest and costs (see Affidavit of Stephen M. Warner attached hereto as **Exhibit D**), and the action is between citizens of different states.

7. Plaintiff Optimum Cleaning LLC is a limited liability company organized and existing under the laws of the State of Minnesota, with its principal place of business at 6483 42nd Avenue Southwest, Pequot Lakes, Minnesota.

8. Upon information and belief, the members of Optimum Cleaning LLC are David Hanson and Sarah Hanson, who are both Minnesota residents.

9. Defendant SECURA is a Wisconsin mutual insurance company with its principal place of business in Appleton, Wisconsin.

10. Therefore, pursuant to 28 U.S.C. § 1446(c)(2), removal based on diversity of citizenship is proper.

Timeliness of Removal

11. Pursuant to 28 U.S.C. § 1446(b), this Notice of Removal is timely in that it is being filed within thirty (30) days from when SECURA became aware that this case is removable. On June 23, 2021, the SECURA received service of the Summons and Complaint alleging damages in excess of \$50,000. On July 15, 2021, Plaintiff's counsel advised that the claimed damages in the case are approximately \$100,000. See **Exhibit D** at ¶¶ 2-3.

Written Notice of Removal

12. As 28 U.S.C. § 1446(d) requires, after filing this Notice of Removal in this Court SECURA will promptly give written notice of removal to Plaintiff by sending a Notice of Removal to Adverse Parties and State Court Clerk (in the form attached as **Exhibit E**), and

SECURA will file a copy of the Notice of Removal to Adverse Parties and State Court Clerk with the Dakota County Court Administrator of the First Judicial District of Minnesota.

13. Pursuant to 28 U.S.C. §§ 1446(a) and 1391(a)-(b), the Ninth Judicial District of Minnesota is within this Court's district.

No Waiver

14. By filing this Notice of Removal, SECURA does not waive any defense available to it and does not admit any of Plaintiff's material allegations, including its allegations of breach of contract by SECURA and/or allegations concerning damages.

WHEREFORE, Defendant SECURA removes the instant action from the Ninth Judicial District of Minnesota to the United States District Court for the District of Minnesota.

ARTHUR, CHAPMAN, KETTERING, SMETAK &
PIKALA, P.A.

Dated: July 19, 2021

/s/ Stephen M. Warner
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